

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ certification of agreement

Tenix Solutions Pty Ltd
(AG2005/5953)

TENIX SOLUTIONS PTY LTD / ASU CERTIFIED AGREEMENT 2005 - 2007

Clerical industry

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 11 OCTOBER 2005

Certification of Division 2 agreement with organisation(s) of employees.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission certifies the attached written agreement between Tenix Solutions Pty Ltd and the Australian Municipal, Administrative, Clerical and Services Union.

BY THE COMMISSION

SENIOR DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer
<Price code 25>

Australian Industrial Relations Commission
Workplace Relations Act 1996
S.170LJ Certified Agreement

Tenix Solutions Pty Ltd / ASU
Certified Agreement 2005-2007

A CERTIFIED AGREEMENT BETWEEN TENIX SOLUTIONS PTY LTD

AND

THE AUSTRALIAN SERVICES UNION

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 Title

This Agreement will be known as the Tenix Solutions Pty Ltd / ASU Certified Agreement 2005-2007

2 Arrangement

This Agreement is arranged as follows:

Clause no.

Page no.

PART 1 - APPLICATION AND OPERATION OF AGREEMENT	2
1 Title	2
2 Arrangement	2
3 Incidence and Parties Bound	3
4 Relationship to other Certified Agreements and Awards	3
5 Australian Workplace Agreements	3
6 Duration	4
7 Definitions	4
8 Vision and Values	4
PART 2 CONTRACT OF EMPLOYMENT AND CLASSIFICATIONS	5
9 Contract of Employment	5
10 Salaries and Classifications	9
PART 3 GENERAL MATTERS	10
11 Ordinary Hours of Work	10
12 Overtime	10
13 Leave	11
14 Dispute Resolution	13
15 Superannuation	14
16 Accident Make up Pay	15
17 Public Holidays	15
18 Reimbursement of Expenses	16
19 Shiftwork	16
20 Stand Down	16
21 Availability of Agreement	16
22 No Further Claims	16
23 Anti Discrimination	16
24 Call Centre Code	17
SCHEDULE 1	18
SCHEDULE 2	19
Signatures of the Parties	20
APPENDIX 1	21

3 Incidence and Parties Bound

This Agreement applies to and is binding on:

3.1 Tenix Solutions Pty Ltd (ACN 075 154 755) (the Company) in respect of the employees described in paragraph 3.3 of this Agreement;

3.2 The Australian Services Union (ASU); and

3.3 All employees of the Company employed in the infringement processing business of the Company who are:

(a) employed in any of the classifications set out in Schedule 2 of this Agreement; and eligible to be members of the ASU; and

(b) not subject to an Australian Workplace Agreement made between the employee and the Company.

4 Relationship to other Certified Agreements and Awards

4.1 The parties acknowledge that Tenix Solutions is bound by the terms of the Clerical and Administrative Employees (Victoria) Award 1999

4.2 This Agreement shall be read wholly in conjunction with the Clerical and Administrative Employees (Victoria) Award 1999. When there is any inconsistency between this Agreement and the award this agreement shall take precedence to the extent of any inconsistency except that clauses 19 (Allowances) and 22 (Meal Breaks) of the award shall not apply.

4.3 This Agreement rescinds and replaces all other agreements that would otherwise apply to the employee's employment.

5 Australian Workplace Agreements

5.1 Where an employee commences employment with the Company after the certification of this Agreement that employee may choose to have their employment governed by an Australian Workplace Agreement or this Agreement.

5.2 The Company may enter into an Australian Workplace Agreement (AWA) with any employee who is covered by this Agreement and any such AWA may operate to the exclusion of this Agreement or override this Agreement to the extent of any inconsistency. The employee will remain subject to the terms of that AWA until that AWA is terminated or replaced by another industrial instrument.

5.3 If, prior to the commencement of this Agreement, an employee is subject to the terms of an AWA that has not reached its nominal expiry date, that AWA may operate to the exclusion of this Agreement or override this Agreement to the extent of any inconsistency. The employee will remain subject to the terms of that AWA until that AWA is terminated or replaced by another industrial instrument

5.4 If, prior to the commencement of this Agreement, an employee is subject to the terms of an AWA that has reached or passed its nominal expiry date, that AWA will cease to have effect at the date of commencement of this Agreement, and the employee will be subject to the terms and conditions of this Agreement.

6 Duration

6.1 This Agreement shall operate from the date of certification and will remain in force under the provisions of the Workplace Relations Act 1996 until 1 November 2007.

7 Definitions

7.1 The following definitions will apply for the purposes of this Agreement;

(a) "Agreement" means this agreement.

(b) "AIRC" means the Australian Industrial Relations Commission.

(c) "WRA" means the Workplace Relations Act 1996.

(d) "House Rules" means policies and procedures to be observed by employees as set out in Appendix 1 of this Agreement.

(e) "Company" means Tenix Solutions Pty Ltd.

(f) "Employee" means the person who is employed by the Company in the classifications as set out in Schedule 2 of this agreement and is a signatory to this agreement.

(g) "Ordinary rate of pay" means the rate of pay an employee receives for work pursuant to clause 11 of this agreement.

(h) "Shift work" means roster periods or ordinary time work which may be fixed, alternating or rotating and the start and finish times fall outside the period of day work. Refer to clause 11.4 for the period of day work.

(i) "Union" means the Australian Services Union (ASU)

8 Vision and Values

8.1 What We Aspire To (Vision")

We are driven by the challenge of applying technology to deliver innovative solutions that our customers value highly.

8.2 What We Believe In ('Values')

Our Values drive our conduct for the benefit of our customers, our work colleagues, our shareholders, and our nation. These are the essential principles by which we all will be judged.

(a) Safety & The Environment

We are committed to working safely and protecting the environment.

(b) Integrity

We act ethically, honestly and professionally in all that we do.

(c) Teamwork

We recognise our strength is our people working together in an environment of mutual respect, trust and openness.

(d) Leadership

We encourage leadership, accountability and candor at all levels of the organisation so that our people will succeed.

(e) Innovation & Improvement

We are relentless in our pursuit of innovation and improvement in all that we do.

(f) Tenacity

We are persistent and resilient in the pursuit of our objectives.

PART 2 CONTRACT OF EMPLOYMENT AND CLASSIFICATIONS

9 Contract of Employment

9.1 Types of Employment.

Employees will be engaged in one of the following types of employment:

- full time; or

- temporary or period; or
- part time: or
- casual.

9.2 Probationary Period

Employment will be subject to a 3 month probationary period at the commencement of an employee's employment with the Company during which time either party may notify of its intention to withdraw from the contract of employment by the issuing of one weeks notice.

9.3 Full Time Employees.

A full time employee is a person employed to work the ordinary hours as set out in clause 11.

9.4 Temporary or Period Employees

The Company may engage a temporary employee for a specific purpose or specified period on a full or part time basis.

9.5 Part Time Employees.

(a) A part time employee is one who is employed to work less than the ordinary hours of work as contained in clause 11.

(b) A part-time employee will be paid salary on a pro-rata basis and will be entitled to pro-rata annual leave, long service leave, sick leave and public holidays which fall on a day on which the employee would normally work. A part-time employee will be entitled to other relevant conditions of employment provided for in this Agreement.

9.6 Casual Employees

(a) A casual employee is an employee engaged as such and employed and paid by the hour. Casual employees will be paid at a rate defined by Clause 10 and Schedules 1 and 2 of this Agreement with a loading of 15% in lieu of all other provisions contained within this Agreement with the exception of Superannuation.

9.7 Termination of Employment

(a) Where the Company terminates the employment of an employee, or an employee resigns from his or her employment with the Company, the following notice will be given:

Period of continuous service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but less than 3 years	At least 2 weeks
More than 3 years but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

These periods are to be increased by at least 1 week if:

- the employee is over 45 years old; and
- the employee has completed at least 2 years continuous service with the Company.

(b) The Company shall have the right to dismiss any employee without notice for misconduct that justifies instant dismissal and in such cases salary will be paid up to the time of dismissal only.

(c) The notice periods may be varied by agreement between the Company and the

employee. The Company may elect to pay the employee in lieu of the notice period.

(i) The amount of compensation instead of notice will equal the total of all amounts that, if the employee's employment had continued until the end of the notice period, the Company would have been liable to pay to the employee because of the employment continuing during that period.

(d) The Company will pay to the employee an amount equal to any unused annual leave accrued by employee (including any pro-rata entitlement) upon resignation, retirement or termination of employment. In the case of death of the employee, entitlements under this sub-clause will be paid to the employee's estate.

(e) Casual employees may be terminated by the provision of 1 hours' notice.

9.8 Redundancy

(a) Definition

Redundancy occurs when the Company decides that the Company no longer wishes the job the employee has been performing to be performed by anyone and this is not due to the ordinary or customary turnover of labour.

(b) Severance Pay

(i) In addition to the period of notice prescribed for ordinary termination of employment under this agreement, an employee whose employment is terminated for reasons of redundancy will be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and up to the completion of 5 years	8 weeks' pay
5 years and up to the completion of 6 years	10 weeks' pay
6 years and up to the completion of 7 years	11 weeks' pay
7 years and up to the completion of 8 years	13 weeks' pay
8 years and up to the completion of 9 years	14 weeks' pay
9 years and up to the completion of 10 years	16 weeks' pay
10 years over	12 weeks' pay

(ii) "Weeks' pay" means the ordinary weekly rate for the Employee concerned.

(c) Employee leaving during notice period.

An Employee whose employment is terminated for reasons set out in Clause 9.9(a) of this agreement may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had he or she remained with the Company until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

(d) Alternative Employment

In the event of Tenix Solutions, transmitting, assigning or otherwise transferring the whole or part of the business in which employees covered by this Agreement are employed, and in the event of employees being offered employment in that business by a new employer upon the same or similar terms and conditions of employment of this Agreement with continuity of entitlements and at the same or similar location, then

Tenix Solutions will not be liable for payment of any notice amounts or redundancy or severance payments in respect of the termination of employment of such employees arising from the transmission.

(e) Employees Exempted

This clause will not apply where employment is terminated as a consequence of misconduct, in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

9.9 Employee Conduct

(a) Employees are required to obey all lawful and reasonable directions of the Company associated with the performance of their work and conduct as employees of the Company.

(b) The Company's objective, in relation to employee conduct, is to:

- fairly and impartially regulate the actions of employees in order to assure a safe, orderly and efficient work environment throughout the Company.
- identify types of conduct or performance not acceptable in the work place.
- establish the performance management procedures, including disciplinary procedures, to be implemented to correct unacceptable performance or conduct. These procedures are set out in the House Rules.
- ensure that its employees maintain standards of ethical behaviour expected of a company engaged in a joint project of a law enforcement nature.
- ensure that its employees will act, in all circumstances, in a fit and proper manner.

(c) Employees must at all times conduct themselves and undertake their functions in a manner which is appropriate for an employee engaged in the infringement issuing and processing business.

(d) Examples of unacceptable behaviour, conduct, relevant disciplinary procedures and actions are detailed in the House Rules. Behaviour in breach of these standards will result in disciplinary procedures being enacted, and in the case of serious misconduct in dismissal.

9.10 Outside Employment

(a) For the duration of employment with the Company, the employee will give the whole of his or her professional attention, time and energy, to this employment and will not undertake any other employment, office or remunerative work that conflicts with the interests of the Company, without prior written approval.

9.11 Security And Confidentiality

(a) The employee agrees, during the period of employment, or at any time thereafter, not to disclose to any unauthorised person confidential information concerning the business of the Company or confidential personal information related to staff or clients of the Company, except where required to do so by law. The employee agrees to enter a separate confidentiality agreement with the Company, which clarifies this obligation.

(b) The employee will not remove or access any material, data, or other information, or any images or computer records associated with the employees work from that place where the employee works, except strictly in accordance with the performance of duties under this Agreement and the employee's separate confidentiality agreement.

(c) On termination the employee must return to the Company all confidential information in material form, those parts of all notes and other records based on or incorporating confidential information and all the Company's property, including but

not limited to keys, identification passes and computer passwords, in the employee's possession or control.

(d) The employee's obligations of confidentiality owed to the Company continue after termination of this Agreement except in respect of information that is part of the employee's stock of general skill and knowledge.

9.12 Ownership Of Intellectual Property

(a) The employee acknowledges that any intellectual property generated as an outcome of performing his or her work is the property of the Company

9.13 Employee Identification, Fingerprinting and Release of Police Records

(a) Employees must provide a full set of fingerprints upon the request of the Company and complete all necessary forms and authorisations to enable the checking and release of Police records during the course of employment, for the sole purpose of administering this Agreement. In addition, employees must provide such information to the Company as may reasonably be requested to enable the Company to meet the objectives in subclause 9.9(b) during the period of their employment.

10 Salaries and Classifications

10.1 Schedules 1 and 2, which shall form part of this agreement, depict the classification levels and rates of pay.

(a) The employee who is a party to this agreement will be classified and paid at a rate within the Salary Range that is associated with his or her classification.

10.2 Salary Increases

The following increases to Ordinary rates of pay are available during the life of this agreement:

Date of Increase	Amount of Increase
1 May 2005 (commencement date)	See schedule 1 for rates at the commencement of the agreement
6 months from commencement	1.75%
12 months from commencement	1.75%
18 months from commencement	1.75%
24 months from commencement	1.75%

10.3 The rates contained in Schedule 1 are annual rates of pay and do not include the Company's superannuation contribution.

10.4 Consistent with the classification structure, the Company may direct an employee to carry out duties that are within the limits of the employee's skill, competence and training consistent with the classification structure.

10.5 Consistent with the classification structure, the Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

10.6 Any direction issued by the Company pursuant to sub clauses 10.4 and 10.5 will be consistent with the Company's responsibilities to provide a safe and healthy working environment.

10.7 Allowances may be payable for certain disabilities and conditions under which work is performed.

10.8 Higher Duties

(a) An allowance for the performance of higher duties is payable where the employee is temporarily assigned a position of a higher classification level.

(b) A higher duties allowance will be payable for assignments of a minimum of 10 consecutive working days.

(c) Payment for higher duties will be made at the minimum rate of the higher band or a 10% loading on the employee's rate of pay, whichever is greater.

10.9 Payment of Salary

(a) Salary will be paid fortnightly by electronic funds transfer (EFT) to a bank account nominated by the employee.

PART 3 GENERAL MATTERS

11 Ordinary Hours of Work

11.1 The ordinary hours of work for a full-time employee will average 76 hours per pay fortnight.

11.2 The ordinary hours of work shall be worked within a span of hours between 5.30am and 8.30pm, Monday to Friday inclusive, as directed by the company, subject to clause 11.3.

11.3 Subject to sub clause 11.1, the spread of ordinary hours, ordinary hours per week, the usual daily commencing and finishing times of ordinary hours of work and days upon which ordinary hours of work may be worked, may be altered as to all or a section of the Company's employees by mutual agreement between the Company and the Company's employees or section of employees. In the absence of agreement the Company shall give 14 days notice of major changes to hours of work arrangements.

11.4 Employees working pursuant to this clause shall not be considered to be working shift work.

11.5 Flexible working hours arrangements, (eg: including a 19 day month or variations thereof) may be introduced by the company and a majority of the employees or a majority of a section of employees.

12 Overtime

12.1 Duty which a full-time employee is required and authorised to perform in excess of the ordinary hours determined under Clause 11, and not provided for in the general arrangement of hours will be counted as overtime. The Company may require an employee to work reasonable overtime.

12.2 An employee working approved overtime will be granted either time off, at the rate of one hour for each additional hour worked, with no loss of pay, or payment for the hours worked at a rate of time and one half. The Company reserves the right to pay employees for overtime worked rather than grant time in lieu.

12.3 A part time employee will be entitled to overtime based on the ordinary hours applying provided that in no case will overtime be payable until at least 76 hours have been worked in any pay fortnight.

12.4 Where part of a shift or work period falls outside the span of hours as set out in clause 11.2 then the whole of that shift or work period shall be paid at the ordinary rate of pay plus 15%.

12.5 Penalty rates shall be non cumulative, i.e. where more than one penalty rate could apply only the higher of the rates will be paid.

13 Leave

13.1 Annual Leave

(a) A full-time employee is entitled to 4 weeks (152 hours) paid recreation leave each calendar year with the unused portion of the leave to be fully cumulative from year to year.

(b) Annual leave will be taken at a time agreed to by the Company and the employee having regard to the needs of the workplace and the employee. Unless otherwise agreed by the Company, annual leave must be taken by 31 December of the year after its accrual.

(c) Annual leave loading of 17.5% of the ordinary rate of pay for 4 weeks is incorporated into an employees base salary as set out in Schedule 1 of this agreement.

13.2 Long Service Leave

(a) Employees who have completed 10 years of continuous service (the 'Qualifying Period') with the Company will be entitled to:

- paid leave based on 3 months for each completed 10 years of continuous service;
- pro-rata entitlements after the first 10 year qualifying period.

13.3 Sick / Carers Leave and Bereavement Leave

(a) Paid personal leave will be available to an employee when they are absent due:

- to personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or
- bereavement on the death of an immediate family or household member (bereavement leave)

(b) Sick Leave

(i) Sick leave is to be used for the sole purpose of personal illness or injury.

(ii) Employees will be entitled to 12 days (91.2 hours) cumulative sick leave for each year of service.

(iii) A part-time employee will accrue sick leave on a pro-rata basis according to the time fraction worked.

(iv) In any year, 5 days (38 hours) sick leave may be taken without a medical certificate.

(v) All other leave taken under this clause must be supported by a medical certificate.

(vi) An employee who is unable to attend work due to sickness will advise his or her Supervisor or Manager as soon as practical and, where possible, indicate when they will be available to recommence work.

(c) Carer's Leave

(i) The employee may be granted access to up to 10 days leave per annum from sick

leave entitlements for Carer's and Emergency Leave as follows:

(ii) Unused sick leave without certificate entitlements of up to 5 days may be utilised for emergency purposes, including caring responsibilities.

(iii) Additionally, up to 5 days sick leave may be used for specific family caring purposes upon the provision of a medical certificate.

(iv) Unless special circumstances exist, no more than 3 days are to be taken consecutively.

(v) A medical certificate must support carer's leave, which is taken using sick leave with certificate entitlements.

(vi) An employee may elect, with the consent of the Company, to take additional unpaid leave for the purpose of providing care to a family or household member who is ill.

(d) Bereavement Leave

(i) Employees may take up to 3 days Bereavement Leave on account of the death of a family member.

(ii) Leave with or without pay in excess of that specified in sub-clause 13.3(d) (i) may be granted if the Company is satisfied that 3 days Bereavement leave is inadequate.

13.4 Parental Leave

(a) Maternity Leave

(i) An employee (other than an employee who is on leave without pay)

who has a minimum of 12 months continuous service will, subject to the production of a medical certificate stating:

- that the employee is pregnant; and
- the expected date of delivery; be entitled to 12 weeks leave with pay.

(ii) Up to 52 weeks leave is available under this provision, of which the 12 weeks paid leave may be taken at full pay or alternatively, 24 weeks at half pay commencing:

- 6 weeks prior to the expected date of delivery;
- any time within that 6 week period elected by the employee provided that a medical practitioner certifies fitness to work); or
- where birth occurs earlier than 6 weeks prior to the expected date of delivery, the day on which the employee ceases duty as a result of the birth. (If the pregnancy terminates earlier than 20 weeks prior to the expected date of delivery, entitlement to leave under this clause ceases).

(iii) The additional period of leave without pay of up to 40 weeks may be broken by annual and/or long service leave on full or half pay.

(iv) An employee who does not have a minimum of 12 months continuous service, will, on production of a medical certificate, be entitled to 52 weeks leave without pay which may be broken by annual leave

(v) Employees on leave without pay under this clause will accrue sick leave for a maximum of 52 weeks and annual leave for a maximum of 26 weeks.

(b) Paternity Leave

(i) An employee will be granted paternity leave on full pay for up to 1 week or for periods aggregating up to five working days, to care for the child and/or the mother of the child. The Company may require the production of a statutory declaration that the employee is the father of and/or has accepted responsibility for the care of the child if so requested by the Company.

(ii) Unless otherwise determined by the Company, leave granted under this clause will be taken in the period commencing one week before the expected date of birth of the child and concluding six weeks after the actual date of the birth of the child.

(iii) An employee who has been granted leave under sub-clause 13.4.2.1 may be granted leave without pay, in addition to the leave granted in that sub-clause, provided that:

- the employee is the primary care giver;
- the period of leave sought does not extend beyond the child's first birthday;
- and the aggregate period of leave granted under this clause will not exceed 52 weeks.

(iv) Employees on leave without pay under this clause will accrue sick leave for a maximum of 26 weeks and annual leave for a maximum of 4 weeks.

(c) Adoption Leave

(i) An employee who adopts a child will be entitled to the following leave, provided that 6 weeks notification is provided to the Company:

(ii) Primary Child Care Giver:

(iii) 6 weeks leave with pay commencing from the date of placement of the child.

(iv) Secondary Child Care Giver;

(v) 1 week with pay commencing no later than 3 months after the date of placement of the child.

(vi) An employee who is the primary care giver may be granted an additional period of leave without pay as will bring the aggregate leave granted under this clause to a period not exceeding 52 weeks.

(d) Study Leave

(i) The Company encourages employees to further their personal development and education. Applications for leave or other assistance to pursue a course of study will be considered by the Company.

(e) Other Leave

(i) Leave may be granted, with or without pay, for other reasonable purposes at the discretion of the Company.

14 Dispute Resolution

The following procedures shall govern the settlement of disputes arising about matters under this Agreement:

14.1 Should a dispute, grievance or claim arise between the parties or any employee in respect of the application of this agreement or any other matter, the parties shall confer in good faith with a view to resolving the matter expeditiously.

14.2 As soon as is practicable after a dispute or grievance has arisen, the employee concerned must take the matter up with his or her immediate supervisor, affording him or her the opportunity to remedy the cause of the dispute or grievance.

14.3 Where:

(a) any such attempt at settlement has failed; or

(b) the dispute or grievance is of such a nature that a direct discussion between the employee and his or her immediate supervisor would be inappropriate, the employee must discuss the dispute or grievance with his or her manager who will pursue the matter further if satisfied of the substance of the dispute or grievance.

14.4 If the dispute or grievance remains unresolved, either the employee, the employee's manager, or the employee's nominated union or other representative may contact the relevant Human Resources Manager and they will attempt to resolve the dispute or grievance.

14.5 If the dispute or grievance is still not resolved, it will be submitted to the AIRC to endeavour to resolve the matter by conciliation.

14.6 If the dispute or grievance is still not resolved, it may be submitted to the AIRC for arbitration, provided that both parties to the dispute agree to the matter being determined by arbitration subject to the Act.

14.7 Nothing in this Agreement affects the employee's right to contact a union or other employee representative at any time during the Dispute Resolution procedure.

14.8 Without prejudice to either party to the dispute, work should continue without disruption while the matters in dispute are being dealt with in accordance with the Dispute Resolution procedures detailed in this Agreement.

14.9 Occupational Health and Safety

(a) The resolution of occupational health and safety issues will be dealt with strictly in accordance with the relevant provisions of the applicable Federal and State Occupational Health and Safety legislation.

15 Superannuation

15.1 The Company will make superannuation contributions on behalf of the employee consistent with the Superannuation Guarantee Legislation.

15.2 Employees may make additional contributions from their salary on a salary sacrifice basis.

15.3 Casual employees are subject to this clause.

15.4 An employee may choose which superannuation fund the employer contribution will be made subject to and consistent with choice of superannuation fund legislation.

16 Accident Make up Pay

16.1 An employee who is absent from duty as a result of a work-related illness or injury and is in receipt of weekly payments under Workcover, is entitled to leave with pay. For the purpose of this clause, leave with pay means payment by the Company to make up the difference between Workcover payments received for loss of earnings and the employee's ordinary pay.

16.2 Leave with pay in accordance with this clause ceases and the employee must be

granted leave without pay when:

(a) the employee is paid a disability benefit under the Superannuation Act 1988 or under a similar provision in any other Act which requires the Company to contribute; or

(b) the employee is absent from duty for a continuous period in excess of 52 weeks or an aggregate period of working days (including public holidays).

17 Public Holidays

17.1 An employee will be entitled to the following paid holidays where rostered to work on that day:

(a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

17.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

17.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

17.4 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday

17.5 Where public holidays are declared or prescribed on days other than those set out in sub-clause 17.1(a) above, those days will constitute additional holidays for the purpose of this Agreement.

17.6 In other States or non-metropolitan municipal districts where Melbourne Cup Day is not observed as a public holiday it will be substituted by a day proclaimed as a public holiday in that State or municipality. Where no such local public holiday is proclaimed, one day's special leave with pay will be granted in lieu and be taken at a time agreed between the employee and the Company.

17.7 The Company and the employee may agree in writing to substitute another day for any public holiday prescribed in this clause.

17.8 Employee required to work on Christmas Day, Good Friday, or New Year's Day will be paid double time for that day worked and receive a days leave in lieu of that Public Holiday or will be paid at triple time. The Manager and employee shall agree which option shall apply.

17.9 Employees required to work on any of the other Public Holidays referred to in clause 17.1(a) will be paid at single time for that day worked and receive a days leave in lieu or be paid at double time. The Manager and employee shall agree which option shall apply.

18 Reimbursement of Expenses

18.1 Where the Company requires an employee in the course of his or her duties to be absent overnight or part of the day, the employee will be eligible to be reimbursed for any reasonable personal expenses. Where possible the employee will obtain the approval of the Company prior to incurring the expense.

19 Shiftwork

19.1 The Company may require that shifts be worked in particular circumstances.

19.2 Where shifts are being worked the normal hours of work clause of this agreement

(clause 11.2) will not apply.

19.3 Shift roster arrangements, the duration of shifts and other matters associated with the introduction of shift work will, be developed in consultation with the relevant employees and introduced by majority agreement with the employees or section of employees affected.

19.4 A penalty rate of 15% of the ordinary rate of pay will apply to shift work.

20 Stand Down

The Company may deduct payment for any part of a day during which an employee cannot usefully be employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which the Company cannot reasonably be held responsible provided that no such action may occur until the Company has used all opportunities to engage the employee on other useful work. This does not break the continuity of employment of the employee for the purpose of any entitlement

21 Availability of Agreement

A copy of this Agreement will be made available to employees subject to the agreement.

22 No Further Claims

22.1 This Agreement deals comprehensively with the terms and conditions of employment of employees bound by it from time to time and covers all of the matters that the parties intend to be the subject of enterprise bargaining.

22.2 Employees and/or the ASU will not make and/or pursue any claim or improvement in any term or condition of employment (whether or not such term or condition is covered by this Agreement) during the nominal life of this Agreement.

23 Anti Discrimination

23.1 The parties to this agreement agree that:

23.2 it is their intention to achieve the principle object in paragraph 3 (j) of the Workplace Relations Act 1996, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, and

23.3 any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this agreement; and

23.4 nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

23.5 nothing in these provisions prohibits:

(a) where the AWA is approved before 23 June 2000, the payment of junior rates of pay; or

(b) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or

(c) any discriminatory conduct (or conduct having a discriminatory effect) if:

- the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
- the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

24 Call Centre Code

24.1 The parties to this agreement acknowledge the terms of the "Employer/Employee Representation" section of the Victorian Government's Call Centre Code

SCHEDULE 1

Classifications and Salary Rates

Classification	commencement date	Salary 6 months from commencement 7.75%	P.A (\$) 12 months from commencement 1.75%	18 months from commencement 1.75%	24 months from commencement 1.75%
Band 4					
c	\$42,089.57	\$42,826.14	\$43,575.59	\$44,338.17	\$45,114.08
B	\$40,511.21	\$41,220.16	\$41,941.51	\$42,675.49	\$43,422.31
A. (Base)	\$38,932.85	\$39,614.17	\$40,307.42	\$41,012.80	\$41,730.52
Band 3					
c	\$37,511.57	\$38,168.02	\$38,835.96	\$39,515.59	\$40,207.11
B	\$36,104.88	\$36,736.71	\$37,379.60	\$38,033.75	\$38,699.34
A. (Base)	\$34,698.20	\$35,305.41	\$35,923.26	\$36,551.92	\$37,191.57
Band 2					
c	\$33,930.89	\$34,524.68	\$35,128.86	\$35,743.62	\$36,369.13
B	\$32,658.49	\$33,230.01	\$33,811.54	\$34,403.24	\$35,005.29
A. (Base)	\$31,386.08	\$31,935.33	\$32,494.20	\$33,062.85	\$33,641.45
Band 1					
c	\$31,071.34	\$31,615.09	\$32,168.35	\$32,731.30	\$33,304.10
B	\$29,906.17	\$30,429.52	\$30,962.04	\$31,503.88	\$32,055.20
A. (Base)	\$28,740.99	\$29,243.96	\$29,755.73	\$30,276.45	\$30,806.29

SCHEDULE 2

Band	Customer Service	Enforcement Operations	Collections	Revenue Management	Correspondence & Data Entry
4	Team Support Officer			Team Support Officer - Counter	Team Support Officer - Correspondence
3	Customer Service Representative	Civil Warrant Officers	Collections Officer	Financial & Transaction Officers Counter Services Officer	Correspondence Officers
2		Civil Warrant Support Criminal Warrant Officers		Payments Processing Officers	Infringement Processing Officers

Additional job titles may be added or job titles deleted from the above schedule from time to time.

Signatures of the Parties:

This Agreement is made on this day of 2005.

Name: Witness:

Signature: Signature:

Australian Services Union

Name: Witness:

Signature: Signature:

Tenix Solutions Pty Ltd

APPENDIX 1

House Rules

1. OBJECTIVE

- To fairly and impartially regulate the actions of employees in order to assure a safe, orderly and efficient work environment throughout the Company.
- To identify examples of types of conduct or performance not acceptable in the work place.
- To establish the disciplinary procedures to be implemented to correct unacceptable performance or conduct.

2. THE HOUSE RULES ARE DIVIDED INTO TWO CATEGORIES

Serious Misconduct

Those that constitute serious misconduct could result in instant dismissal.

Less Serious Misconduct

Those that constitute less serious misconduct may lead to dismissal following the outlined steps:

First Offence Verbal Warning (such offence will be recorded on the employee's file)

Second Offence Final Written Warning

Third Offence Dismissal

This procedure is not restricted to repeated occurrences of the same offence for which the employee has been previously reprimanded, but may be progressively implemented for any other breaches of the House Rules that may be proven.

Employees of Tenix Solutions Pty Ltd who have engaged in conduct contrary to their

terms of employment or in a manner detrimental to themselves, their fellow employees or the Company such conduct, in the opinion of the Manager responsible for the employee concerned, so determines that the conduct was of a nature not coming within the defined areas of "Serious Misconduct" or "Less Serious Misconduct" may recommend counselling.

Employees who accept counselling in these circumstances will not be categorised as having received a final written warning.

3. SERIOUS MISCONDUCT

For actions of conduct or performance as set out in Serious Misconduct, the disciplinary procedures shall commence at the third Offence/Dismissal stage.

The following list contains examples of the types of actions that constitute serious misconduct and if proven, could result in instant dismissal.

Note: The list is not limited but is inclusive of:

- Refusing to obey a lawful and reasonable instruction: this includes a refusal to perform assigned work or alternative duties, or continuous refusal to work reasonable overtime as requested in accordance with the relevant Award and/or agreed contract of employment.
- Falsifying or being a party to the falsification of any company, or client, documents or records. This includes timesheets, wage records, accident reports, expense claims, lease records, production reports, etc.
- Unauthorised possession and/or movement of Company, client or employee's property.
- Unauthorised use of company or client equipment or vehicles, including driving Company vehicles while disqualified from driving.
- Consuming alcohol on Company premises. Consuming or being in possession of illicit drugs on Company premises, (other than personal medication prescribed by a medical practitioner).
- Intimidating, or assaulting other employees, customers or clients on Company property or when attending Company functions whether they be during or outside of working hours.
- Proven sexual harassment in the work place.
- Divulging confidential Company information, unauthorised possession of Company documents or making public statements detrimental to the Company's operation.
- You are required to apply the highest ethical standards in order to maintain public confidence in our operations. These ethical standards require that Tenix Solutions acts, and is seen to act, with complete integrity and impartiality in every aspect of its operations. Tenix Solutions requires all of its employees to observe these standards scrupulously and will not tolerate unethical or corrupt behaviour.
- All employees are required to complete the necessary forms and authorisations to enable the checking and release of police records during the course of employment.
- Wilful, irresponsible or negligent acts which result or could result in damage to Company property, product, or personnel.
- Irresponsible use or misuse of fire protection, or safety equipment.
- Being unreasonably absent from the work place during a period in which a request

for leave has been declined.

- Refusing to undergo a medical examination by a medical practitioner nominated by the Company or by an independent third party.
- Failing to wear appropriate work clothing, or to use or wear the specified clothing, footwear, or equipment provided.
- Failing to comply with safety regulations, safety signs, equipment isolation and Site entry procedures.
- Sleeping on the job.
- Breaches of Company security.
- Such other matters as may be advised by the Company from time to time.

4. LESS SERIOUS MISCONDUCT

The following list contains examples of the types of actions, which constitute less serious misconduct and shall result in a warning being issued.

NOTE: Warnings are not limited to the repetition of the same type of offence.

- Failure to maintain good housekeeping, including repeated failure to be at the workstation ready to commence work at the scheduled time.